

HISTORIC BARN PRESERVATION GRANTS

GRANTS MANUAL



ADMINISTERED BY

Maine Historic Preservation Commission
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<http://www.state.me.us/mhpc>
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I. INTRODUCTION

The Maine Historic Preservation Commission is the State agency responsible for the administration of the National Historic Preservation Act of 1966. In addition to administering the programs of the National Historic Preservation Act, the Commission also disburses State grant monies that have been allocated by the Legislature. The New Century Community Program has received an appropriation from the State Legislature to fund cultural programs under the guidance of the Maine State Cultural Affairs Council. As a participating agency of the Council, the Maine Historic Preservation Commission is charged with administering preservation grants for historic structures and sites.

In response to the ever increasing loss of historic agricultural buildings across the State of Maine, the Commission has set aside a portion of its New Century Community Program allocation to be made available as preservation grants for privately owned historic barns and related agricultural outbuildings such as silos, equipment sheds, ice houses and smoke sheds.

These grants will be available to properties listed in, or eligible for listing in, the National Register of Historic Places. The grants will be awarded on a competitive basis following the criteria set forth in this manual. The grant request has to be matched on a one-to-one basis by the applicant. All proposed work must meet the Secretary of the Interior's Standards for Preservation. A grant cannot be requested to reimburse for work already completed.

Due to the limited amount of grant funds available, this program utilizes a two step application evaluation process. The first step is a pre-application which must be completed and post-marked by December 1st. The pre-applications will be evaluated by the Commission to identify the National Register listed or eligible properties. The listed and eligible properties will then be evaluated in terms of the critical threat to the building and the historic significance of the property, and finalists will be selected to submit full applications. Final grant awards will be made in January.

II. DEFINITIONS

Commission. "Commission" shall mean the Maine Historic Preservation Commission.

Covenant. A covenant is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the covenant whether or not the owner is the recipient of the grant award.

Director. "Director" shall mean the Director of the Maine Historic Preservation Commission.

Letter of Agreement. A Letter of Agreement is the contract between the Commission and the grant recipient (grantee) which identifies the scope of work to be undertaken with the grant award and the general requirements of the grant award.

National Register of Historic Places. The National Register of Historic Places is the official list of the Nation's cultural resources worthy of preservation. Authorized under the National

Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect out historic and archeological resources. The National Register is administered by the National Park Service under the Secretary of the Interior.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Preservation Agreement. A Preservation Agreement is a legal document executed between the State and the private property owner. The agreement is a personal contract enforceable in a court of law that binds the owner of a property to assume responsibility for maintenance of the property for a period of time relative to the amount of grant assistance provided. This agreement is not recorded with the deed and therefore is not enforceable on future owners.

Preservation Grants. "Preservation Grants" shall mean grants of State monies as authorized by the New Century Community Program and administered through the Maine Historic Preservation Commission.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68.

III. PRESERVATION GRANTS

A. Eligibility

Preservation Grants will be awarded to owners of historic barns and related agricultural structures which contribute to the significance of a property that is listed in or eligible for listing in the National Register of Historic Places and which are determined by the Director and the Commission to meet the criteria of this rule in a competitive grant process.

B. Grant Award Criteria

Selection criteria which shall guide the Director and the Commission in making grant awards are the following:

1. The level of historic significance of the barn or structure.
2. The extent to which critical needs threaten the survival of the barn or structure.
3. Ability of the applicant to match the grant award and complete the grant funded project.
4. The degree of public benefit which the Preservation Grant would make possible.

IV. FUNDING

A. Grant Awards

1. The Director, with advice of the Commission, shall determine the total amount of grant awards to be made from available funds.
2. The minimum grant award will normally be \$2,000.00, to be matched on an equal cash basis by grant recipients. In exceptional cases, some non-cash match, such as donated construction materials, may be accepted.
3. The grant awards will be disbursed as a reimbursement once adequate documentation (contractor's invoice and cancelled checks) has been submitted and approved by the Commission.
4. Work that is undertaken prior to Commission approval will not be eligible for reimbursement.

B. Allowable Costs

1. Historic, architectural, and archaeological research necessary for pre-construction data collection.
2. Plans and specifications developed by a Maine-licensed architect or engineer.
3. Signs acknowledging State assistance at project sites.
4. Structural stabilization and repair of the foundation and frame, preservation and repair of exterior building envelope including roofing, siding, windows and doors, preservation and repair of interior flooring.
5. Final Project Report, including photography.

C. Unallowable Costs

1. New construction, with the exception of measures essential to the protection of a building or the accurate reconstruction of missing building elements.
2. Contingencies, overhead, or indirect costs.
3. Any work performed prior to Commission approval of project contract.

V. ADMINISTRATION

A. General Supervision

The Director shall supervise all grant awards and the projects financed by such awards.

B. Applications

Applications shall be processed according to the procedures set forth in this rule.

C. Enforcement

Where it is determined that any grant recipient has not fulfilled the terms of the Letter of Agreement, and administrative efforts to obtain compliance are unsuccessful, the Director shall refer the matter to the Attorney General for enforcement action.

VI. GRANT AWARD PROCEDURES

A. Grant Application Information

The Director will distribute grant applications and grants manuals containing the rules and other information pertaining to administration of Preservation Grants. Announcements will be made annually through legal notices and posting on the Commission's website (<http://www.state.me.us/mhpc>) as long as grant funds remain available.

B. Grant Application Requirements

1. The pre-application and full application for a Preservation Grant must be submitted on the forms developed by the Commission.
2. Applications must have an original signature and photographic prints. Digital images will not be accepted.
3. Applications must be mailed to: Maine Historic Preservation Commission 55 Capitol Street, State House Station 65 Augusta, ME 04333-0065.
4. Applications that are faxed or emailed will not be considered.
5. Please do not hesitate to call the Commission at (207) 287-2132 if you have any questions regarding completion of the grant application.

C. Grant Review and Implementation Schedule

December 1st: Deadline for submission of pre-applications.

January: Final selection and grant awards by Commission.

D. Grievance Procedure

1. Any applicant aggrieved by the grant award decision of the Director and the Commission may appeal to the Director for a review. Any such appeal must be in writing and shall set forth the manner in which the aggrieved claims a decision was arbitrary or unreasonable. An appeal must be made within 10 days of receipt of notification of adverse decision.
2. The Director may, at his discretion, hold a meeting with the aggrieved applicant. The Director shall appoint a grievance committee of three persons to conduct a review of the appeal. The committee will include representatives from the Commission. The Committee shall, within 21 days, issue a report to the Director which addresses whether the original decision was arbitrary or unreasonable.
3. The final decision of the Director, with approval of the Commission, shall be made in accordance with the selection criteria, after considering the recommendations of the grievance committee. Such a decision shall be final agency action on the matter.
4. An aggrieved applicant may be awarded a grant or an increased grant amount where previously denied or limited to a lower figure only when the grant would not require the denial or decrease in a grant award of other eligible applicants which have already executed Letters of Agreement or Covenants.

VII. GRANT AWARD REQUIREMENTS

A. Letter of Agreement

1. A successful grant recipient shall enter into a Letter of Agreement which shall include the amount of the grant award, the project schedule, the scope of work for the project, a total project budget and general requirements of the grant award.
2. The Grantee must submit a signed copy of the Letter of Agreement with an original signature to the Commission prior to commencing any work.
3. This agreement shall substantially conform to the Sample Letter of Agreement in Appendix A.

B. Preservation Agreements and Covenants

1. A successful grant recipient shall enter into a Preservation Agreement or a Covenant to guarantee maintenance of the building or structure. Requirements will vary, depending on the nature of the work to be accomplished with grant monies. Duration of the Preservation Agreement or Covenant for each building or structure will be determined by the amount of the grant award, as follows:
 - a) State assistance from \$1 to \$10,000: 5-year Letter of Agreement;
 - b) State assistance from \$10,001 to \$25,000: 10-year Covenant;
 - c) State assistance from \$25,001 to \$50,000: 15-year Covenant.
2. Preservation Agreements and Covenants shall substantially conform to the Sample Preservation Agreement and Sample Covenant in Appendices B and C.

C. Payment Procedures

1. Payment requests will not be considered unless the signed Letter of Agreement and executed Preservation Agreement or Covenant are on file at the Commission.
2. Grant awards shall be paid on a reimbursement basis only. Recipients shall submit to the Director copies of all bills for the project and copies of cancelled checks in payment of such bills.
3. Upon receipt of required documentation, the Director will issue a check for 50% of the incurred costs.
4. A final project report must be completed in accordance with the format adopted in Appendix D and accepted by the Director prior to payment of the final grant award monies.

D. Project Work

1. All project work shall follow *The Secretary of the Interior's Standards for Preservation* 1995, 36 CFR Part 68 (See Appendix D for Preservation Standards and Guidelines).
2. The proposed work shall be reviewed and approved by the Commission prior to being undertaken.
3. A sign which acknowledges State assistance through the New Century Community Program shall be in place at the project site. This sign will meet the format provided by the Commission with the instructions for completing the Letter of Agreement.
4. A final report of the project, including photography, shall be submitted to the Director upon completion of the project.

VIII. CIVIL RIGHTS REQUIREMENTS

No grant may be awarded to an applicant found to be engaged in discriminatory practices. The Director may withhold payment of all or part of a grant award to any recipient found after an adjudicatory proceeding or adjudication to be in violation of the Maine Human Rights Act (5 M.R.S.A. §4551, *et. seq.*) or the Federal Civil Rights Act (42 U.S.C. §1981, *et. seq.*).

IX. CONFLICT OF INTEREST PROHIBITIONS

No person shall participate in the selection, award, or administration of a grant, contract, or subcontract assisted by a Preservation Grant if a conflict of interest, real or apparent, would result. A conflict of interest is deemed to consist of any financial or other personal interest in such grants or contracts if such involvement can be expected to result in subsequent financial remuneration. Conflict of interest would arise when any of the following has a financial or other interest in the selection of grant awards, architectural/engineering services or any contractors or subcontractors:

Staff members of the Commission or Commission Members;

Any members of their immediate families;

Any of their business partners;

Organizations which employ, or are about to employ, any of the above.

However, Commission Members who abstain from the decision-making process for grants during one year shall not be considered to be ineligible to take part in, or benefit from, such activity.

X. BASIS STATEMENT

Maine law authorizes the Maine Historic Preservation Commission, through its Director, to administer a program of grants for the preservation and restoration of historic buildings and structures in the State. This program is funded by the State and is intended to preserve the architectural heritage of the State of Maine.

XI. STATUTORY AUTHORITY

5 M.R.S.A. §1931, 27-A M.R.S.A. §§504, 505, P. and Sp. L. 1985, c. 73; and 27 MRSA §558.

APPENDIX A: SAMPLE LETTER OF AGREEMENT

This Letter of Agreement, entered into this [XX] day of [MONTH], [YEAR], is between the Maine Historic Preservation Commission, hereinafter called the Commission, and [historic barn owner], hereinafter called the Grantee.

WHEREAS, the Commission has awarded the Grantee a State grant in the amount of [\$X,000.00] in support of preservation repair work for the barn of the [XX FARM], [XX ROAD], [XX TOWN], now, therefore, the parties hereto agree to the following:

1. The Grantee will conduct the project according to the following schedule: all construction/fieldwork, final report, and billings will be complete by [DATE]. Any variation in this schedule can be made only by written agreement between the parties.
2. The Grantee will conduct the project in order to ensure its successful completion. The scope of the project will include:
 - a. Repair work to [X, Y, AND Z];
 - b. Repair and replacement of [X AND Y].
3. The Grantee will include in all promotion of the project (publicity, advertising, programs) the following minimum credit line:

This Project has been made possible in part by a matching grant from the Maine Historic Preservation Commission through the New Century Community Program, a statewide cultural initiative funded by the people of Maine.
4. The total budget for the project is as follows, the Grantee agreeing to ensure that it will fund any stipulated items above the amount of the above-cited grant:
5. The Grantee reaffirms that all statements made in its application are true and valid, and that it understands and will comply with all assurances as stated in the application.
6. A full accounting of all project expenditures will be provided by the Grantee within thirty (30) days of the completion of the project and the delivery of satisfactory products. This accounting may be subject to audit by the State of Maine. Financial records must be kept on file by the Grantee for a minimum of three (3) years following the termination of the grant. A report form for project expenditures will be provided.
7. The grantee certifies by the signature of its authorized representative hereinafter that it is legally entitled to enter into this Letter of Agreement with the Commission and that it will not be violating, either directly or indirectly, any conflict of interest statute of the laws of the State of Maine.

The grant will become effective upon receipt by the Commission of the original Letter of Agreement signed by the Grantee. The Grantee is to retain a copy for its files.

In approval of the above Letter of Agreement,

Maine Historic Preservation Commission

Date

Grantee

Date

APPENDIX B: SAMPLE PRESERVATION AGREEMENT

THIS PRESERVATION AGREEMENT is made this [XX] day of [MONTH], [YEAR], by the [historic barn owner] (hereinafter referred to as the "Owner") and in favor of the State of Maine acting through the Director of the Maine Historic Preservation Commission (hereinafter referred to as the "Grantee") for the purpose of the preservation of a certain Property known as the [XX FARM], located in [XX TOWN], Maine, which is owned in fee simple by the Owner and is listed in or eligible for listing in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements, and is known as the [NAME OF FARM]. The Property is more particularly described in the [XX] County Registry of Deeds, [Book XX, Page XX].

IN CONSIDERATION of the sum of [XX thousand dollars](\$X,000.00) received in grant-in-aid assistance from the Grantee, the Owner hereby agrees to the following for a period of five (5) years:

1. **The Owner** agrees to assume the cost of the continued maintenance and repair of said property, according to the Secretary of the Interior's Standards for Preservation, so as to preserve the architectural and historical integrity of the same in order to protect the qualities that made the Property eligible for listing in the National Register of Historic Places.
2. **The Owner** agrees that no visual or structural alterations will be made to the Property without prior written permission of the Grantee.
3. **The Owner** agrees that the Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of the agreement are being observed.
4. **This Preservation Agreement** shall be enforceable in specific performance by a court of competent jurisdiction.

5. **SEVERABILITY CLAUSE**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Preservation Agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Signature of Grantee (Director)

Signature of Owner

Date of Signature

Date of Signature

Witnessed by Notary Public

Witnessed by Notary Public

APPENDIX C: SAMPLE COVENANT

THIS CONVEYANCE is made this [XX] day of [MONTH], [YEAR] by and between the [historic barn owner], hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

WITNESSETH

WHEREAS THE Grantor is owner of certain premises known as the [XX Farm] in [XX Town], [XX County], Maine, which premises have been listed in or is eligible for listing in the National Register of Historic Places under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); and

WHEREAS THE State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

WHEREAS THE Grantor is willing to grant to the State of Maine the Covenant as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired;

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, into the State of Maine an easement in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in [XX Town, XX County], Maine and described in the [XX] County Registry of Deeds, [Book XX, Page XX].

The Covenant herein granted shall be of the nature and character hereinafter expressed and shall be a covenant running with the land, binding upon Grantor; its successors and assigns.

The Property is comprised of grounds, collateral, or appurtenant improvements and the [historic barn]. The [name of farm] is more particularly described as follows:

The foregoing description of the [name of farm] may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Covenant and filed of record in the [XX] County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Covenant as if set out herein.

For the purpose of preserving, protecting, maintaining the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, as follows:

- 1 . The owner agrees to assume the cost of continued maintenance and repair of the property, in accordance with the Secretary of the Interior's Standards for Preservation, so as to preserve the architectural, historical, or archaeological integrity of the property for [X] years in order to protect and enhance those qualities that make the property eligible for listing in the National Register of Historic Places. Nothing in this agreement shall prohibit the grant recipient from seeking financial assistance from any source available to him.
2. No signs shall be erected and no activity shall be conducted on the Property which would destroy or diminish its historic, cultural, or aesthetic value, and all things shall be done which are reasonably necessary to insure that the Property continues to qualify as an historic property under the National Historic Preservation Act of 1966.
3. The grounds and landscaping of the property shall be maintained in a healthy condition and in a manner exemplifying the period and style of the [name of farm].
4. No alterations to the Property (including particularly, but not limited to, the [historic barn] as described herein) shall be undertaken, commenced, or performed without the prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission.
5. Utility entrances needed from time to time shall be installed in a manner which will not impair the aesthetics of the Property.
6. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Covenant are being complied with.
7. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Easement Deed, including each of its provisions, by specific performance.
8. The Covenant and agreements set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Covenant with all the privileges and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission, its successors and assigns, to its and their use and behoof for a period of [X] years from and after the date hereof.

IN WITNESS WHEREOF, The [historic barn owner], signed by

has hereunto set hand and seal for the purpose set forth above, all as of the day and year first written above.

By _____

STATE OF MAINE

Any, §

Date _____

Then personally appeared the above named _____, and
acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

APPENDIX D: SECRETARY OF THE INTERIOR'S STANDARDS FOR PRESERVATION AND GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

The *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving Historic Buildings* are intended to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers prior to treatment.

STANDARDS FOR PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

- 1 . A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

The expressed goal of the **Standards for Preservation and Guidelines for Preserving Historic Buildings** is retention of the building's existing form, features and detailing. This may be as simple as basic maintenance of existing materials and features or may involve preparing a historic structure report, undertaking laboratory testing such as paint and mortar analysis, and hiring conservators to perform sensitive work such as reconstituting interior finishes. Protection, maintenance, and repair are emphasized while replacement is minimized.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Preservation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained in order to preserve that character. Therefore, guidance on *identifying, retaining, and preserving* character-defining features is always given first. The character of a historic building may be defined by the form and detailing of exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building, site and setting.

Stabilize Deteriorated Historic Materials and Features as a Preliminary Measure

Deteriorated portions of a historic building may need to be protected through preliminary stabilization measures until additional work can be undertaken. *Stabilizing* may include structural reinforcement, weatherization, or correcting unsafe conditions. Temporary stabilization should always be carried out in such a manner that it detracts as little as possible from the historic building's appearance. Although it may not be necessary in every preservation project, stabilization is nonetheless an integral part of the treatment **Preservation**; it is equally applicable, if circumstances warrant, for the other treatments.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Preservation** work, then *protecting and maintaining* them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes the maintenance of historic materials through treatments such as rust removal, caulking, limited paint removal, and reapplication of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Historic Materials and Features

Next, when the physical condition of character-defining materials and features requires additional work, *repairing* by *stabilizing, consolidating, and conserving* is recommended. **Preservation** strives to retain existing materials and features while employing as little new

material as possible. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well as wood and architectural metal features may also include patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, within the treatment **Preservation**, portions of a historic structural system could be reinforced using contemporary materials such as steel rods. All work should be physically and visually compatible, identifiable upon close inspection and documented for future research.

Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

If repair by stabilization, consolidation, and conservation proves inadequate, the next level of intervention involves the *limited replacement in kind* of extensively deteriorated or missing parts of features when there are surviving prototypes (for example, brackets, dentils, steps, plaster, or portions of slate or tile roofing). The replacement material needs to match the old both physically and visually, *i.e.*, wood with wood, etc. Thus, with the exception of hidden structural reinforcement and new mechanical system components, substitute materials are not appropriate in the treatment **Preservation**. Again, it is important that all new material be identified and properly documented for future research.

APPENDIX E: FORMAT FOR FINAL PROJECT REPORT

The following material will form the basis for the final project report for each New Century Community Program Historic Barn Preservation Grant.

PART I

Property and Ownership Identification

1. Name and address of the assisted property.
2. Name and address of the property owner.
3. Name and address of the contractor(s) who completed the work on the barn.
4. Dates of project work.

Fiscal Report

1. Total project cost, including Maine Historic Preservation Commission share.
2. Final work cost breakdown.
3. Brief narrative explaining any differences between original work cost estimates and final costs.

PART 2

Case Study Narrative

1. Brief (one to two pages) narrative of preservation needs prior to grant award.
2. At least one 4"X6" color photograph of the condition of each work category prior to grant funded work.
3. At least one 4"X6" color photograph of work in progress for each work category.
4. At least one 4"X6" color photograph of work completed for each work category.
5. Brief (one to two pages) narrative of completed project work, including reference to products and materials used to accomplish the preservation objective(s).
6. A proposed maintenance schedule based upon the particular problems encountered and addressed.
7. Brief (one to two pages) narrative of preservation problems which still need to be addressed.

APPENDIX F: NATIONAL REGISTER INFORMATION REQUEST

In order to determine the National Register of Historic Places eligibility of a building or structure for which a New Century grant is requested, the following data is required:

1. Historic name of property:
2. Other names if different from above:
3. Property location (address):
4. Name, Address and Telephone Number of owner:
5. Is structure occupied?
6. Is structure on original site?
7. Has this structure or site been altered or added to and, if so, when?
8. Exact or approximate date of original construction:
9. Architect or builder, if known:
10. Name of original owner, if known:
11. Enclose recent photographs (snapshots are acceptable) of the building that show each side, any attached features (ell, barn, etc.) and any other historic building or structure on the property. In addition, please provide representative views of important interior features (stair, mantels, etc.).
12. Please provide any additional historical and architectural information that will enable us to evaluate the significance of this property. Information of this kind may consist of newspaper articles, data from local histories, town or family records, and copies of historic photographs.

NATIONAL REGISTER CRITERIA

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, material, workmanship, feeling, and association, and:

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that reflect in an outstanding manner the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded or may be likely to yield information important in prehistory or history.

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the last 50 years shall not be considered for the National Register. Such properties will qualify if they are integral parts of districts that meet the criteria or if they fall within the following categories:

- A. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- B. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- C. a birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life; or
- D. a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- E. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- F. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or
- G. a property achieving significance within the past 50 years if it is of exceptional importance.

THE NATIONAL REGISTER OF HISTORIC PLACES

What are its effects?

- A. Listing in the National Register gives official recognition to the historic and cultural importance of a property as part of the Nation's heritage which ought to be preserved.
- B. Properties listed in the National Register or deemed eligible for such listing are afforded protection from adverse impact by projects funded, licensed, or executed by the Federal Government, since Federal projects which affect such properties are subject to review by the State Historic Preservation Officer and, if necessary, the Advisory council on Historic Preservation in Washington, D. C.
- C. Depreciable properties in the National Register can qualify for certified rehabilitation tax credit incentives under the historic preservation provisions of the Tax Reform Act of 1986.
- D. Control and authority over the use and disposition of a property listed in the National Register or deemed eligible for such listing remain solely with the owner unless he has applied for and received a matching grant or other Federal funding, or is participating in a rehabilitation tax credit project. Listing in the National Register does not mean that limitations will be placed on the property by the Federal government. Public visitation rights are not required by the owner.